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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/348,566	07/07/1999	JAY S. WALKER	WD2-98-120	5411

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EXAMINER
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ZURITA, JAMES H

ART UNIT	PAPER NUMBER
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2165

DATE MAILED: 02/06/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

09/348,566

Applicant(s)

WALKER ET AL.

Examiner

James Zurita

Art Unit

2165

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 07 July 1999.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-102 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-102 is/are rejected.
- 7) ☒ Claim(s) 85 is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 07 July 1999 is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.  
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

**Priority under 35 U.S.C. §§ 119 and 120**

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).  
\* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).  
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

**Attachment(s)**

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☒ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s) 4, 5.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: \_\_\_\_\_

## DETAILED ACTION

### *Drawings*

The drawings are objected to because of the following:

Fig. 28 does not match the disclosure of page 49. The purchasing system is described as being able to track redemption of products for a retailer (as in table 1400 and Fig. 14 for retailer account database) as well as for a seller (as in table 1500 and Fig. 15 for seller account database). Fig. 28 refers to retailer information, including retailer identifier (item 2802), retailer account database (item 2806) and retailer identifier (item 2808). Accompanying text on page 49 intermingles references to retailer and seller, with incorrect item numbers: seller account database 1500 on lines 24 and 29.

Fig. 29, item 2904 refers to a **transaction database** which is not described in the disclosures.

Fig. 29, item 2910 refers to an "amount owed" field of a transaction record. Neither the field nor the record are otherwise described, although the figures and disclosure refer to a "current amount owed by [retailer]" (item 1408) and "current amount owed by [seller]" (item 1508) and "amount owed" (item 2104).

Fig. 29, item 2912 refers to a **retailer billing database** which is not otherwise described.

Page 50, lines 11 and 12 refer to an accepted **offers** database 1700 and an accepted offer database 1700. Fig. 3 contains an accepted **offer** database **1300**. Fig. 4 contains an accepted **offers** database **1700**. It is unclear which database is intended.

A proposed drawing correction or corrected drawings are required in reply to the Office action to avoid abandonment of the application. The objection to the drawings will not be held in abeyance.

***Specification***

The disclosure is objected to because of the following informalities:

On page 16, line 26, "buyer device 310" should be changed to "buyer device **210.**"

On page 25, line 24, "communication port 540" should be changed to "communication port **640.**"

On page 34, line 26, "seller database 1000" should be changed to "seller database **1200.**"

On page 37, line 8, "with the buyer's price 310" should be changed to "with the buyer's price **130.**"

On page 39, line 2, "total of \$73,900" should be changed to "total of **\$723,900.**"

On page 39, line 29, "fields 1402, 1404, 1406, 1408, 1410, 1412" should be changed to "fields **1502, 1504, 1506, 1508, 1510, 1512.**"

On page 41, line 31, "retailer device 310" should be changed to "retailer device **410.**"

On page 42, line 15, "transaction identifier 180" should be changed to "transaction identifier **1802.**"

On page 49, line 2, "collects a commission fee" should be changed to "collects a subsidy amount" to match Fig. 27C, item 2732.

On page 49, lines 24 and 28, "seller account database 1400" should be changed to "seller account database **1500**."

Examiner believes many of these to be word processing errors. For purposes of this examination, Examiner will apply the above corrections.

Appropriate correction is required.

### ***Claim Objections***

The claims are objected for the following informalities:

Claim 85, page 72, line 21 should be changed from "a **fist** price and a payment identifier" to "a **first** price and a payment identifier."

Examiner believes this to be a word processing error. For purposes of this examination, Examiner will apply the above correction.

Appropriate correction is required.

### ***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 24 and 25 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which

applicant regards as the invention. Claims 24 and 25 contain the same language and are not distinguishable from one another.

Claim 65 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claim 65 recites the limitation "said" in determining. There is insufficient antecedent basis for this limitation in the claim. Neither parent claims 63 nor 62 contain a "determining" step.

Claim 94 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Examiner believes that Claim 94, page 75, line 13 should be changed from "arranging for the buyer to receive payment" to "arranging for the **retailer** to receive payment" to match mirror claims, since in purchase transactions, a buyer usually pays a seller in exchange for goods or services, and the disclosures do not deviate from this principle.

For purposes of this examination, Examiner will examine each claim listed.  
Correction is required.

### ***Double Patenting***

The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. See *In re Goodman*, 11

F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and, *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent is shown to be commonly owned with this application. See 37 CFR 1.130(b).

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

Claims 1, 62, 87-95, 101, 102 are rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claim 1 of U.S. Patent No. 6,249,772 to Walker et al. Although the conflicting claims are not identical, they are not patentably distinct from each other because both claims are directed to buyer/seller transactions, first/second/settlement prices, central controller/purchasing system and the manufacturer/seller need not be the same entity. In addition, while applicant uses the terms such as settlement price (to describe a derived price), first, second price, there is no basis for attributing particular qualities to each. For example, first and second price may alternatively be referred to as  $n$ ,  $n+1$ ; additional amounts and values and prices may be referred to as  $n+2$ , etc. Ultimately, a computer will store a value in a field and use the value for calculations. The computer does not care what the field is

called; it is up to the computer programmer to make sure that the fields are used according to their roles and functions. Other terms that might be used include factory price, ultimate price, product retail price, distribution price, customer price, private price, public price, buyer's price, producer price, manufacturer price, merchant price, merchandise price, product price, seller's price, maximum profit price, minimum retail price, final net price, store set price, product and service price, etc. Similar concepts appear in discussion of subsidies. Subsidies may alternatively be referred to as coupons, discounts, rebates, pseudo card, promotions, incentives, bonus, redemption amounts, etc. The number of different names that may be used is limited only by a marketing department's collective imagination.

### ***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent.

The changes made to 35 U.S.C. 102(e) by the American Inventors Protection Act of 1999 (AIPA) do not apply to the examination of this application as the application being examined was not (1) filed on or after November 29, 2000, or (2) voluntarily published under 35 U.S.C. 122(b). Therefore, this application is examined under 35 U.S.C. 102(e) prior to the amendment by the AIPA (pre-AIPA 35 U.S.C. 102(e)).



Claims 1-11, 15-49, 54-67, 82-84, 87-102 are rejected under 35 U.S.C. 102(e) as being anticipated by Walker et al. (US Patent 6,249,772).

As per claims 1, 62, 87-95, 101-102, Walker et al. disclose a method of operating a purchasing system, a purchasing system device, a purchasing system apparatus, and a medium storing instructions comprising:

arranging through a communication network (Col. 4, lines 61-64; Col. 15, line 45-

Col. 16, line 14) for a buyer to

(i) purchase a product from a seller at a first price (Col. 1, lines 10-15), and

(ii) take possession of the product at a retailer, different from the seller (Col. 5, lines 13-51), that offers the product for sale at a second price (Col. 1, lines 10-15);

receiving from the buyer a payment of an amount based on the first price (Col. 5, lines 5-12); and

sending to the retailer verification information enabling the retailer to authorize the buyer to take possession of the product (Col. 21, line 58 – Col. 22, line 2; Col. 22, lines 55-67); and

arranging for the retailer to receive payment of an amount based on a settlement price in exchange for providing the product to the buyer (Col. 1, lines 11-15; Col. 4, line 65 – Col. 5, line 64; Col. 6, lines 43-57; Col. 15, line 45-Col. 16, line 14; Col. 24, lines 8-21).

As per claims 2-8 and 96-100, Walker et al. disclose the method of claim 1, wherein the settlement price is based on another price (Col. 1, line 51-Col. 3, line 16;

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Col. 17, lines 7-30; Col. 22, lines 11-33; Col. 24, lines 8-21; all discuss various ways that settlement prices may differ and may be a function of a first or second or nth price).

As per claim 9, Walker et al. disclose the method of claim 1, wherein said receiving payment from the buyer comprises charging a financial account associated with the buyer (Col. 5, lines 13-34; Col. 6 lines 15- Col. 7, line 12).

As per claim 10, Walker et al. disclose the method of claim 9, wherein the payment is received at a time based on when the purchasing system arranges for the buyer to purchase the product (Fig. 7, and related text, Col. 17, line 52-Col. 18, line 42).

As per claim 11, Walker et al. disclose the method of claim 9, wherein the payment is received at a time based on when the buyer takes possession of the product at the retailer (Col. 11, lines 18-32; Item S8-33 where a customer is charged in a conventional manner, including credit card payment; Col. 15, line 45-Col. 16, line 14).

As per claims 15-18 and 63-65 Walker et al. disclose the methods of claims 1 and 15, wherein said arranging for the buyer to purchase the product comprises:

receiving a buyer offer, including a buyer-defined first price and information about the product, from the buyer (Col. 15, line 45-Col. 16, line 14; Col. 20, lines 50-61 describing buyer offer/bids and seller counter-offers); and

determining if the buyer offer will be accepted (Col. 15, line 45-Col. 16, line 14; Col. 20, lines 50-61; Col. 24, lines 8-21);

product information includes at least one of a product category; a product class, a product feature, a product manufacturer; and a product identifier (Col. 5, lines 13-34;

Database 306: item number; Database 216; item number, item description, product manufacturer, product model; Col. 15, line 45-Col. 16, line 14); and

wherein the buyer offer includes a payment identifier (Col. 5, lines 13-34; Col. 6 line 15- Col. 7, line 12; Col. 15, lines 45-63).

As per claims 19-21, Walker et al. disclose the methods of claim 1 wherein the first price is set by the seller (Col. 24, lines 22-29) the first price is set by the buyer (Col. 20, lines 50-61 describing buyer offer/bids and seller counter-offers); and wherein the first price is set by the purchasing system (Col. 5, lines 25-29; Col. 10, lines 15-20; Col, 15, lines 17-27; Col. 20, lines 36-39; Col. 20, lines 50-61; Col. 24, lines 22-29).

As per claim 22, Walker et al. disclose the method of claim 1, wherein said arranging for the buyer to purchase the product comprises evaluating at least one of: the first price; the settlement price; a seller price; a subsidy amount; a commission amount; and a minimum acceptable price (Col. 1, line 58 – Col. 2, line 15; Col. 3, line 56 – Col. 4, line 6; Col. 5, lines 7-12; all describe ways to create an ultimate price based on various other types of prices in a supply chain for retail goods).

As per claims 23-27, Walker et al. disclose the method of claim 22 wherein said evaluation further comprises evaluating a minimum profit amount (Col. 1, line 58 – Col. 2, line 15; Col. 3, line 56 – Col. 4, line 6; Col. 4, lines 31-59; Col. 5, lines 7-12; all describe ways that minimum and maximum profit amounts are affected at various levels of a retailer supply chain to manufacturers, sellers, retailers and customers.)

As per claims 28-30 Walker et al. disclose the method of claim 22, wherein said arranging for the buyer to take possession of the product comprises selecting at least

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one product from a plurality of possible products, selecting at least one retailer from a plurality of retailers (Col. 4, line 52 – Col. 5, line 12; Col. 15, lines 45-63).

As per claims 31-38, Walker et al. disclose the method of claim 22, wherein said evaluation comprises: comparing the first price with a minimum acceptable price; and comparing the minimum profit amount to the first price and the subsidy amount less the settlement price, and arranging for a buyer to purchase a product if a first price is at least equal to the minimum acceptable price; and a minimum profit amount is at least equal to the first price and the subsidy amount less the settlement price (Col. 1, line 58 – Col. 2, line 15; Col. 2, lines 32-37 and Col. 3, lines 25-35 concerning subsidy amounts; Col. 3, line 56 – Col. 4, line 6; Col. 5, lines 7-12; all describe ways to create an ultimate price based comparing and adding or subtracting various other types of prices in a supply chain for retail goods).

As per claims 39-40, Walker et al. disclose the method of claim 1, wherein said arranging for the buyer to take possession of the product comprises sending redemption information to the buyer and receiving from the retailer information related to an attempt to take possession of the product; and sending to the retailer a verification authorizing the buyer to take possession of the product (Col. 5, lines 25-29; Col. 5, lines 45-54; Col. 10, lines 15-20; Col. 15, lines 17-27; Col. 15, lines 45-63; Col. 20, lines 36-39; Col. 20, lines 50-61; Col. 21, line 58 – Col. 22, line 2; Col. 22, lines 55-67; Col. 23, lines 47-Col. 24, line 7; Col. 24, lines 22-29).

As per claims 41-42 and 59-61, Walker et al. disclose the method of claim 1, wherein said arranging for the retailer to receive payment of the settlement price

comprises paying the settlement price to the retailer and wherein said arranging for the buyer to take possession of the product comprises selecting a plurality of retailers and the settlement price is paid to the retailer at which the buyer took possession of the product (Col. 4, line 52-Col. 5, line 51; Col. 5, lines 5-12; Col. 11, lines 18-32; Item S8-33 where a customer is charged in a conventional manner, including credit card payment; Col. 15, lines 45-63).

As per claim 43 Walker et al. disclose the method of claim 1, wherein said arranging for the buyer to purchase the product comprises arranging for a seller to sell the product to the buyer, and said arranging for the retailer to receive payment of the settlement price comprises arranging for the retailer to receive payment of the settlement price from the seller (Col. 4, line 45- Col. 5, line 12; offer/bids and counteroffers in Col. 20, lines 50-61; Col. 15, lines 45-63).

As per claims 44-49, 57, 58 and 84, Walker et al. disclose the method of claim 1, further comprising receiving payment of a subsidy amount from a subsidy provider wherein the subsidy provider comprises at least one of: a manufacturer of the product; a seller of the product; the retailer; and a third party subsidy provider; wherein said arranging for the buyer to purchase the product comprises arranging for a product manufacturer to sell the product to the buyer at a seller price, and said receiving payment of a subsidy amount comprises adjusting a seller amount exchanged with the manufacturer; wherein said arranging for the buyer to purchase the product comprises arranging for the retailer to sell the product to the buyer at a seller price, and said receiving payment of a subsidy amount comprises adjusting the settlement price paid to

the retailer; wherein the subsidy amount is variable and further includes a maximum subsidy amount; wherein the subsidy amount is associated with a plurality of transactions performed by the purchasing system (Col. 2, lines 32-37 describing rebates and discount coupons; Col. 3, lines 25-35; Col. 15, lines 45-63; subsidy amounts, rebates, discounts and such may be applied anywhere in the chain from manufacturers/sellers, retailers and ultimate buyers and recipients of products. Subsidies may include reduction of specific costs such as shipping and delivery).

As per claims 54-56, Walker et al. disclose the method of claim 1, wherein the settlement price is not equal to the second price, wherein the first price is not equal to the second price, wherein the first price is not equal to the settlement price; further comprising subsidizing the purchase of the product (Col. 1, line 58 – Col. 2, line 15; Col. 3, line 56 – Col. 4, line 6; Col. 4, lines 31-59; Col. 5, lines 7-12; all describe ways to create an ultimate price based on various other types of prices in a supply chain for retail goods; Col. 15, lines 45-63).

As per claim 66, Walker et al. disclose the method of claim 1, wherein said arranging for a buyer to purchase a product comprises evaluating at least one of: the first price; the settlement price; a seller price; a subsidy amount; a commission amount; and a minimum acceptable price (Col. 20, lines 50-61).

As per claim 67, Walker et al. disclose the method of claim 1, wherein said sending to the retailer verification information comprises:

    sending redemption information to the buyer (Col. 5, lines 45-54);

receiving from the retailer information related to an attempt to take possession of the product (Col. 23, lines 47-Col. 24, line 7); and

sending to the retailer a verification authorizing the buyer to take possession of the product (Col. 21, line 58 – Col. 22, line 2; Col. 22, lines 55-67).

As per claim 82, Walker et al. disclose the method of claim 67, wherein said receiving payment of the buyer price from the buyer is only performed after said sending of the verification to the retailer (Col. 21, line 58 – Col. 22, line 2; Col. 22, lines 55-62).

As per claim 83, Walker et al. disclose the method of claim 67, further comprising: receiving, after the verification is sent to the retailer, payment of a subsidy amount from a subsidy provider (Col. 2, lines 32-37 concerning rebates and coupons).

Claims 12-14, 50-53 are rejected under 35 U.S.C. 102(e) as being anticipated by Walker et al. (US Patent 6,085,169).

As per claims 12-14, Walker et al. disclose the method of claim 9, wherein said receiving payment comprises receiving payment of an amount based on the first price plus a penalty amount; wherein the penalty amount is imposed when the buyer has not [taken] possession of the product from the retailer within a predetermined period of time or wherein the penalty amount is based on a cost associated with shipping the product to the buyer (Col. 3, lines 30-35; Col. 7, lines 13-18).

As per claims 50-53, Walker et al. disclose the methods of claim 1, further comprising receiving payment of a commission amount from a commission provider; wherein the commission provider comprises at least one of: a manufacturer of the product; a seller of the product; the retailer and the buyer; wherein the commission

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amount is based on at least one of: a predetermined amount; a percentage of the first price; a percentage of the settlement price; and a percentage of a seller price; wherein said receiving payment of the commission amount comprises adjusting at least one of: the first price; the settlement price; and a seller amount exchanged with a seller (Col. 14, lines 23-40; Col. 19, line 54-Col. 20, line 5; Commission as a fee paid to an agent or employee for transacting a piece of business or performing a service; especially a percentage of the money received from a total paid to the agent responsible for the business).

Claims 68-80 and 85-86 are rejected under 35 U.S.C. 102(e) as being anticipated by Walker et al. (US Patent 6,193,155)

As per claim 68, Walker et al. disclose the method of claim 67, wherein the redemption information and the information related to an attempt to take possession of the product comprise a redemption code (Col. 9, lines 26-30 describing redemption codes and identifiers for a gift certificate).

As per claim 69, Walker et al. disclose the method of claim 68, wherein the redemption code is a pseudo payment identifier (Col. 4, lines 12-17 describing secure alias account identifiers; Col. 8, line 65 through Col. 9, line 9).

As per claim 70, Walker et al. disclose the method of claim 69, wherein the pseudo payment identifier is one of a pseudo credit card number; debit card number; and banking account number (Col. 8, line 65).



As per claim 71, Walker et al. disclose the method of claim 69, wherein the pseudo payment identifier is uniquely associated with the purchase of the product by the buyer (Col. 6, lines 44-49; Col. 8, lines 29-34).

As per claim 72, Walker et al. disclose the method of claim 71, wherein said receiving from the retailer the pseudo payment identifier comprises receiving the identifier through a credit card processing system (Col. 1, lines 24-30; Col. 1, lines 66-Col. 2, line 13).

As per claim 73, Walker et al. disclose the method of claim 71, wherein the pseudo payment identifier is provided on a voucher, and the retailer sends the voucher to the purchasing system as a record of charge (Col. 5, lines 5-25).

As per claim 74-80, 85 and 86, Walker et al. disclose the method of claim 71, wherein said arranging for the buyer to take possession of the product at a retailer further comprises adjusting a spending limit associated with the pseudo payment identifier (Col. 7, lines 6-28; Col. 10, lines 32-40, discussing that spending limit may be adjusted to show amount spent. In the sale of goods, the amount spent may include price, such as a first price, a second price, and a final or settlement price. Net prices may also be based on average price, or a highest of several prices associated with a product. Price of a product usually also includes taxes, subsidies and penalties).

Claim 81 is rejected under 35 U.S.C. 102(e) as being anticipated by Walker et al. (US Patent 5,945,653).

As per claim 81, Walker et al. disclose the method of claim 67, wherein the information received from the retailer comprises: a sixteen digit pseudo credit card

number, including four digits associated with the purchasing system and twelve digits associated with the buyer's purchase of the product; and an expiration date (Col. 13, lines 11-28, and inherently, an expiration date, since most if not all cards have expiration dates, and the expiration date is usually needed for verifying that an account has money available).

### ***Conclusion***

Any inquiry concerning this communication or earlier communications from the examiner should be directed to James Zurita whose telephone number is 703-605-4966. The examiner can normally be reached on 8:30 am to 5:00 pm, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins can be reached on 703-308-1344. The fax phone numbers for the organization where this application or proceeding is assigned are 703-746-7239 for regular communications and 703-746-7238 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-395-3900.

JZ  
**James Zurita**  
**Patent Examiner**  
**Group Art Unit 2165**  
January 29, 2002

  
**WYNN COGGINS**  
**SUPERVISORY PATENT EXAMINER**  
**TECHNOLOGY CENTER 2100**